

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL
ASSOCIATION
Real Estate Banking Group
TWO LOGAN SQUARE
100-120 N. 18TH STREET, SUITE 1910
PHILADELPHIA, PA 19103

Attn: Sharon D. Alexander

Loan No. 1001591-0

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(Lease To Mortgage)**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN
THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE
LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("**Agreement**") is made as of November 19th
2009 by and between RW GOODMAN REALTY, LLC, a Mississippi limited liability company ("**Owner**"),
MISSISSIPPI CVS PHARMACY, L.L.C., a Mississippi limited liability company ("**Lessee**") and WELLS FARGO
BANK, NATIONAL ASSOCIATION ("**Lender**").

RECITALS

- A. Pursuant to the terms and provisions of a lease dated November 19th, **2009** ("**Lease**"), Owner, as "**Lessor**",
granted to Lessee a leasehold estate in and to the property described on Exhibit A attached hereto and
incorporated herein by this reference (which property, together with all improvements now or hereafter located
on the property, is defined as the "**Property**").
- B. Owner has executed, or proposes to execute, a Mortgage with absolute assignment of leases and rents, security
agreement and fixture filing ("**Mortgage**") securing, among other things, a promissory note ("**Note**") in the
principal sum of FORTY-FIVE MILLION, NINE-HUNDRED AND TWENTY-EIGHT THOUSAND AND
NO/100THS DOLLARS (\$45,928,000.00), dated November 19 2009, in favor of Lender, which Note is payable
with interest and upon the terms and conditions described therein ("**Loan**"). the Mortgage is to be recorded
concurrently herewith.
- C. As a condition to making the Loan secured by the Mortgage, Lender requires that the Mortgage be
unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee
under the Lease and that the Lessee specifically subordinate the Lease to the lien of the Mortgage upon the
terms set forth herein.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

After Recording, Return to.

Baskin, McCarroll, McCaskill, Aldridge
& Campbell, PA
PO Box 190
Southaven, MS 38671

(662) 349-0664

- 1 -

File No: 909120 **Initials:** _____

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Loan No. 1001591-0

NOW THEREFORE, to induce the Lender to make the Loan, and for other good consideration, the receipt and legal sufficiency of which are hereby acknowledged, Owner, Lessee and Lender hereby agree as follows:

1. **SUBORDINATION AND ASSENT.** Lender, Owner and Lessee hereby agree that:

- 1.1 **Prior Lien.** Lender hereby acknowledges receipt of a full and complete copy of the Lease and does hereby assent to the Lease and to all of the terms and provisions thereof. Subject to the attornment, nondisturbance, and other provisions of this Agreement, the Mortgage securing the Note in favor of Lender, and any modifications, renewals or extensions thereof, shall be and at all times remain a lien on the Property prior and superior to the Lease until the payment in full of the Note and satisfaction of all obligations secured by the Mortgage;
- 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
- 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Mortgage.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Subject to Section 6 hereof concerning casualty and condemnation proceeds, Lender, in making disbursements pursuant to the Note, the Mortgage or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;
 - 1.5 **Subordination.** Subject to the provisions of this Agreement, Lessee intentionally and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Mortgage and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender, subject to the provisions of Section 4.4 hereof.
3. **REPRESENTATIONS.** Lender hereby warrants and represents as follows:
- 3.1 Lender (unless a natural person), is a duly organized, validly existing entity organized and in good standing under the laws of the United States of America and duly qualified to do business and in good standing under the laws of the state in which the Premises is located, has all requisite power and authority to conduct its business and to own its property as now conducted or owned and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law.
 - 3.2 This Agreement has been authorized by all requisite entity action and constitutes Lender's legal, valid and binding obligations in accordance with the terms thereof, subject to bankruptcy and insolvency and similar laws of general application affecting the rights and remedies of creditors and with respect to the availability of the remedies of specific enforcement, subject to the discretion of the court before which proceedings therefor may be brought.
 - 3.3 The performance by Lender of the obligations of Lender hereunder does not and shall not constitute a violation of any law, order, regulation, contract, organizational document or agreement to which Lender is subject or by which Lender or the property thereof is or may be bound.

4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the beneficiary under the Mortgage:
- 4.1 **Modification, Termination and Cancellation.** Lessee will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Lessor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent (but nothing herein shall prohibit any termination of the Lease by Lessee in accordance with its terms);
- 4.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence, but in no event shall Lender have longer than sixty (60) days to pursue such cure;
- 4.3 **No Advance Rents.** Except as set forth in Section 3.4 above, Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and
- 4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Mortgage, and directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under the Loan and/or the Mortgage. Owner agrees that Lessee shall have no obligation to confirm the validity of Lender's election to terminate Lessor's license to collect rents and Lessee may rely on such notice without any duty whatsoever to make any further inquiry. Owner agrees that any payment made to Lender of amounts owing under the Lease shall satisfy Lessee's obligations under the Lease as if such payment had been made to Owner, and Owner releases and discharges Lessee from any liability or claims in connection with payments made by Lessee to Lender pursuant to this Section 4.4.
5. **ATTORNMEN****T.** In the event of a foreclosure under the Mortgage, Lender agrees, and Lessee agrees for the benefit of Lender as follows:
- 5.1 **Payment of Rent.** Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease;
- 5.2 **Continuation of Performance.** (i) Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, (ii) Lender shall be directly bound to Lessee as landlord under the Lease upon all the terms and conditions of the Lease for the balance of the term thereof, and Lender shall assume and perform all the obligations of Landlord under the Lease, and (iii) Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;
- 5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease occurring prior to the date that Lender obtained title to the Property, nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender; and

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5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender, all of such obligations shall terminate as to Lender.

6. **NON-DISTURBANCE.** In the event of a foreclosure under the Mortgage, or transfer of the property by foreclosure sale, deed in lieu of foreclosure, or other transfer made pursuant to Lender's rights under the Mortgage, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease beyond applicable notice and cure periods that would entitle the Landlord to terminate the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure or other enforcement action made under the Mortgage, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; or any right of first refusal with respect to the Property. Notwithstanding anything to the contrary contained herein, to the extent that the provisions of the Lease are inconsistent with the provisions of the Mortgage with respect to Lessee's entitlement to any condemnation award for a taking of all or part of the Property, or Lessee's entitlement to any casualty proceeds with respect to a casualty to the Property (or any building constructed thereon), the provisions of the Lease shall have priority and shall control, and Lender waives any rights it may have under the Mortgage to receive any condemnation award or casualty insurance proceeds allocated to Lessee under the Lease, provided, however, that if the Lease shall be terminated by either the Landlord or the Tenant as a result of such damage or destruction in accordance with the terms, conditions, and provisions of the Lease, any such insurance proceeds shall be made available to the Lender in accordance with the terms, conditions, and provisions of the Loan Documents and the Tenant shall have no rights, title, and interests in and to any such insurance proceeds, and further provided, that if the Lease shall be terminated in connection with a condemnation, any such eminent domain award shall be made available to the Lender in accordance with the terms, conditions, and provisions of the Loan Documents and the Tenant shall have no rights, title, and interests in and to any such eminent domain award, except as provided in Section 10(c) of the Lease.

7. **MISCELLANEOUS.**

7.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto (with respect to Lender, this shall include any purchaser at foreclosure or in lieu of foreclosure, any assignee of Lender's rights under the Mortgage, any recipient of a deed in lieu of foreclosure, or any other party acquiring title to the Property in connection with the enforcement of Lender's right under the Mortgage or Loan); and

7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Lender appearing below:

Owner Address:

RW GOODMAN REALTY, LLC
c/o GOODMAN REALTY, INC.
636 OLD YORK ROAD
JENKINTOWN, PA 19046

Lender Address:

WELLS FARGO BANK, NATIONAL ASSOCIATION
TWO LOGAN SQUARE
100-120 N. 18TH STREET, SUITE 1910
PHILADELPHIA, PA 19103

Attn: SHARON D. ALEXANDER
Loan No. 1001591-0

Lessee Address:

MISSISSIPPI CVS PHARMACY, L.L.C.
ONE CVS DRIVE
WOONSOCKET, RHODE ISLAND 02895

Attn: **PROPERTY ADMIN. - STORE NO. 08955**

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

- 7.3 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and
- 7.4 **Remedies Cumulative**. All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and
- 7.5 **Paragraph Headings**. Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

INCORPORATION. Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

SIGNATURES APPEAR ON FOLLOWING PAGES

Owner's Signature Page to SNDA for Store No. 08955, Southaven, MS

"OWNER"

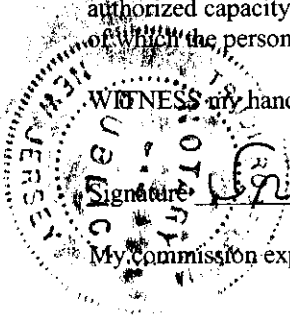
RW GOODMAN REALTY, LLC,
a Mississippi limited liability company

By: Goodman Management, LLC
By: [Signature]
Name: Bruce A. Goodman
Its: Sole Member

STATE OF New Jersey
COUNTY OF Middlesex ss.

On this 19th day of November, 2009, before me, Trudi Rosenbaum, a Notary Public in and for the State of New Jersey, personally appeared Bruce A. Goodman, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal




Signature: Trudi Rosenbaum
NOTARIAL SEAL
Trudi Rosenbaum, Notary Public
State of New Jersey, Middlesex County
My Commission Expires Feb. 5, 2011

Lessee's Signature Page to SNDA for Store No. 08955, Southaven, MS

"LESSEE"

MISSISSIPPI CVS PHARMACY, L.L.C.,
a Mississippi limited liability company

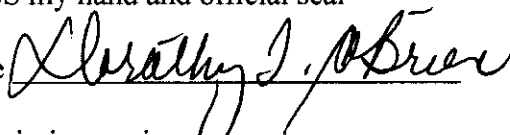
By: 
Robert T. Marcello
Vice President

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE SS

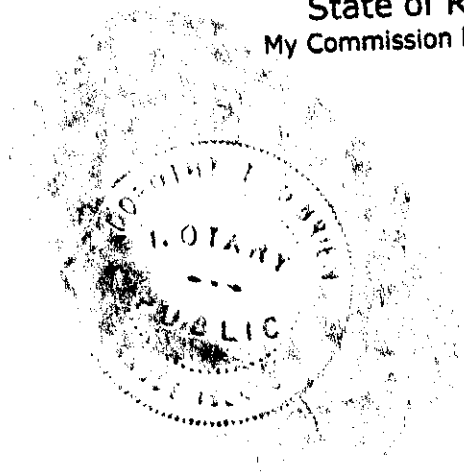
On this 16 day of November, 2009, before me,
Dorothy T. O'Brien, a Notary Public in and for the State of
RHODE ISLAND, personally appeared Robert T. Marcello, Vice President of Mississippi
CVS Pharmacy, L.L.C., a Mississippi limited liability company, personally known to me
(or proved on the basis of satisfactory evidence) to be the person whose name is subscribed
to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature 

My commission expires

Dorothy T. O'Brien
Notary Public
State of Rhode Island
My Commission Expires 09/15/2013



Lender's Signature Page to SNDA for Store No. 08955, Southaven, MS

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: JAYSON M. TONKON
Its: VICE PRESIDENT

STATE OF New Jersey
COUNTY OF Middlesex ss.

On this 1st day of November, 2009, before me, Trudi Rosenbaum, a Notary Public in and for the State of New Jersey, personally appeared Jayson M. Tonkon, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: Trudi Rosenbaum
NOTARIAL SEAL
My Commission Expires Feb. 5, 2011
Trudi Rosenbaum, Notary Public
State of New Jersey, Middlesex County
My Commission Expires Feb. 5, 2011

Loan No. 1001591-0

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT A to Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement dated as of November 14, 2009, executed by RW GOODMAN REALTY, LLC, as "**Owner**", MISSISSIPPI CVS PHARMACY, L.L.C., as "**Lessee**", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "**Lender**".

All that certain real property located in the County of DeSoto, State of Mississippi, described as follows:

APN

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY described as Lot 6, First Addition to South Lake Commercial Subdivision as recorded in Plat Book 55, Page 45 and being the CVS 8955 MS, LLC property as described in Book 601, Page 680 in the Northeast Quarter of Section 36, Township 1 South, Range 8 West in the City of Southaven, DeSoto County, Mississippi:

COMMENCING at a point at the recognized and accepted Northeast corner of Section 36, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi; thence South 89 degrees 38 minutes 28 seconds West along Goodman Road (Mississippi Highway 302) (right-of-way varies), a distance of 71.05 feet to a point; thence South 00 degrees 21 minutes 32 seconds East a distance of 66.45 feet to an iron pin found at the intersection of the south line of Goodman Road and the West line of Airways Boulevard (right-of-way varies); thence South 00 degrees 29 minutes 50 seconds East with the west line of Airways Boulevard a distance of 100.00 feet (plat = 98.99 feet) to an iron pin set; thence North 89 degrees 17 minutes 49 seconds East a distance of 18.21 feet to an iron pin set in the west line of Airways Boulevard (53 feet from centerline); thence South 00 degrees 29 minutes 50 seconds East with the west line of Airways Boulevard a distance of 102.55 feet (plat = 103.27 feet) to an iron pin set in the North line of Lot 14, South Lake Commercial Subdivision as recorded in Plat Book 73, Page 26; thence South 89 degrees 15 minutes 36 seconds West with the north line of said Lot 14 a distance of 286.62 feet (plat = 286.55 feet) to an iron pin found in the east line of Lot 7, 2nd Addition to South Lake Commercial Subdivision as recorded on Plat Book 61, Page 19; thence North 00 degrees 56 minutes 59 seconds West with the east line of said Lot 7 a distance of 201.18 feet to an iron pipe found in the south line of Goodman Road; thence North 89 degrees 01 minutes 51 seconds East with the south line of Goodman Road a distance of 270.01 feet to the point of beginning and containing 1.29 acres.

TOGETHER WITH all rights and easements contained in that certain Non-Exclusive Access Easement, Drainage Easement and Agreement, dated December 10, 1996 and filed of record on December 18, 1996 in Deed Book 310, page 292, in the Office of the Chancery Clerk of DeSoto County, Mississippi, as amended by that certain Limited Termination and Release of Non-Exclusive Access Easement, dated May 31, 2000 and filed for record in Deed Book 374, page 772, records aforesaid.